

12-23-1998



*Corrective
Assignment
12-14-98*

100865882
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # 1758 Frame # 0760

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
6/16/98

Change of Name

Other ** SEE ATTACHED

Conveying Party

Mark if additional names of conveying parties attached

Name LUDLOW CORPORATION Execution Date
Month Day Year
6/16/98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name TWITCHELL CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4031 Ross Clark Circle, NW

Address (line 2) P.O. Box 8156

Address (line 3) Dothan Alabama 36304
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/14/1998 SSMITH 00000053 1372486

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 100.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1784 FRAME: 0832

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Barbara DiMartino

Name of Person Signing

Barbara DiMartino

Signature

12/11/98

Date Signed

RECORDATION FORM COVER SHEET

ATTACHMENT

CONVEYANCE TYPE

(Execution Date: 6/16/98)

Other: Corrected Assignment cover sheet to correct the conveying
and receiving parties recorded on Reel 1758, Frame 0760.

07-27-1998

Tab settings **DDD**

To the Honorable Commissioner of Pat.



100777620

had original documents or copy thereof.

1. Name of conveying party(ies):
 Twitchell Corporation
 4031 Ross Clark Circle, NW
 P. O. Box 8156
 Dothan, AL 36304

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Antares Leverage Capital Co.
 Internal Address: Suite 2725
 Street Address: 311 South Wacker Drive
 City: Chicago State: IL Zip: 60606

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation State Delaware
 Other _____

3. Nature of conveyance:

Assignment - Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 16, 1998

If assignee is not domiciled in the United States, a domestic designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 See attached Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Burns, Paralegal
 Internal Address: Latham & Watkins

Street Address: Sears Tower, Suite 5800

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed
 Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 TSHABAZZ 00000039 1372486 DO NOT USE THIS SPACE

01 FC:481 40.00 DP
 02 FC:482 100.00 DP

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Burns Elizabeth Burns 6/25/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

EXHIBIT A

<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
KANECRAFT	Registered	1,372,486	11/26/85
TEXTILENE	Registered	1,329,669	4/9/85
TEXTILENE DESIGN	Registered	404,925	12/28/43
TEXTILENE SUNSURE	Registered	1,373,879	12/3/85
TYCO-TUFF	Pending	75/421,004	Filed 1/27/98

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of June 16, 1998 by Ludlow Corporation, a Massachusetts corporation ("**Seller**") in favor of Twitchell Corporation (f/k/a Twitchell Acquisition Corporation), a Delaware corporation (the "**Purchaser**").

Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of May 6, 1998 (the "**Asset Purchase Agreement**"), by and among Seller, Tyco International (US) Inc., a Massachusetts corporation, and Purchaser. Pursuant to Article 1.1 of the Asset Purchase Agreement, Seller is selling to the Purchaser, among other assets, all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), servicemarks, tradenames (including, without limitation, the names "Twitchell," "Wiborg" and all variations thereof), brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned or held by or licensed to Seller or in which Seller has rights, and used in connection with the ownership and operation of the Business, together with all goodwill associated with the foregoing, including without limitation, the items set forth in Schedule 1.1(a) to the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit A (collectively, the "**Intellectual Property**").

In consideration of the premises and mutual covenants and agreements set forth in the Asset Purchase Agreement, the undersigned agree as follows:

1. Seller hereby sells, transfers, conveys, assigns, releases sets over and delivers to Purchaser, to and for the benefit of Purchaser and its successors and assigns, effective as of the date of this Assignment, all of Seller's right, title and interest in and to the trademarks and servicemarks listed in Exhibit A attached hereto and all other trademarks, tradenames and servicemarks used prior thereto primarily in connection with the Business, together with the goodwill associated therewith and any registrations thereof and applications to register (such registrations and applications also being listed on Exhibit A) and all rights attendant thereto (collectively, the "**Trademarks**"), to have and to hold the same with the Purchaser, its successors and assigns, from and after the date hereof, forever. Such rights shall include the right to sue for past infringements, except to the extent that those claims for infringement have been settled prior to the effective date of this Assignment.

2. At the further request of Purchaser, Seller shall cooperate with and execute all further documentation prepared by Purchaser for recording or otherwise formally perfecting the transfer of right, title and interest to Purchaser or to Purchaser's designee in aforementioned rights.

Purchaser may record such documents at its own expense to the extent that such recording is deemed desirable by Purchaser.

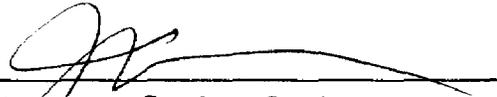
3. This Assignment shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of Massachusetts.

4. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed by its duly authorized representative, effective as of the date first written above.

LUDLOW CORPORATION

By: 
Name: Irving Gutin
Title: Vice President

TWITCHELL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller and the Purchaser have each caused this Assignment to be executed by its duly authorized representative, effective as of the date first written above.

LUDLOW CORPORATION

By: _____
Name:
Title:

TWITCHELL CORPORATION

By: 
Name: JOHN F. DORNOW
Title: SECRETARY